

OFFEROR'S COPY

NOTE: Attached forms must be completed and submitted intact.

Issuing Office:

USDA – Forest Service
Region 1, Regional Office
Attn: Acquisition Management
24 Fort Missoula Road
Missoula, Montana 59804

Offers Are Solicited For:

R1 Mechanical Fuels Treatment IDIQs



Solicitation No. **RFP AG-0343-S-17-0027**

HELP PREVENT FOREST FIRES

IMPORTANT - NOTICE TO OFFEROR

1. This is a complete copy. Information and instructions for submission of proposals as well as contract provisions and specifications are contained in this OFFEROR REFERENCE COPY. This copy should be retained by offerors.



SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1 83 PAGES	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER AG-0343-S-17-0027	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 21 APRIL 2017	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY USDA – Forest Service Region 1, Regional Office, Acquisition Management 24 Fort Missoula Road Missoula, MT 59804		CODE		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and **See ¶ L-5** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (See Block 7) until **4:00 pm** local time **May 22, 2017**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Loren Ebner	B. TELEPHONE NO. (NO COLLECT CALLS) Area Code/Number/Extension (406) 329-3858	C. E-MAIL ADDRESS lebner@fs.fed.us
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	17	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND	6
X	F	DELIVERIES OR PERFORMANCE	3			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	8
X	H	SPECIAL CONTRACT REQUIREMENTS	19	X	M	EVALUATION FACTORS FOR AWARD	3

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
	TIN:		
	DUNS:		
	CAGE Code (see FAR Provision 52.204-16):		
15B. TELEPHONE NO. (Include area code and extension)	15C. Check if remittance address is different from above – enter such address in Schedule.	17. SIGNATURE	18. OFFER DATE
	<input type="checkbox"/>		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
		All invoices will be processed using the Department of Treasury's Invoice Processing Platform (IPP), visit http://www.ipp.gov to learn more. Contractors must follow the instructions on how to register and submit invoices via IPP.	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

R1 Mechanical Fuels Treatment IDIQs U.S. Forest Service, Northern Region

B- 1 Schedule of Items. Important: This Schedule of Items is based on the fictional sample Task Order in Section J of the attachments. This Schedule of Items will be used by the Government for evaluation of the price factor as described in Sections L and M of the solicitation. See Section J, attachment J-6, as well as Sections L and M. Offerors must submit prices on all 3 items.

Item No.	Sub-Item	Unit Name	Est. Quantity	Unit of Measure	Unit Price	Total
01	0-1-1	Excavator Pile	300	Acre	\$_____	\$_____
02	0-2-1	Whole Tree	200	Acre	\$_____	\$_____
	0-2-2	Slash, Excavator Pile	200	Acre	\$_____	\$_____
03	0-3-1	Mastication	100	Acre	\$_____	\$_____
Grand Total						\$_____

NOTE: THIS SCHEDULE IS FOR PAYMENT PURPOSES ONLY. SEE SECTION L FOR BUSINESS PROPOSAL.

B- 2 Basis of Award

Multiple contracts will be awarded. The final number of contracts to be awarded will be based a determination by the Contracting Officer at the time of award regarding the number of contracts in the best interest of the Government. The contract award selections will be based on a Best Value determination by the Contracting Officer (See Sections L and M). Offerors must submit prices for all work activities identified in the Schedule of Items. See Section L for instructions for proposal preparation and Section M for the basis of award.

B- 3 AGAR 452.216-73 Minimum and Maximum Contract Amounts (FEB 1988)

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of \$2,500.00 per awarded contract (per Contractor) over the life of the contract, but not in excess of \$7.5 million collectively over the life of the contract for all contracts awarded. All individual contracts awarded are identified here:

- (The Contracting Officer will identify all of the individual contract awards here at the time of contract award.)

B- 4 IDAHO USE TAX (The following is applicable for performance of work in Idaho and Government property is furnished):

Under Clause 52.236-7, Permits and Responsibilities, Contractors shall be responsible for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. Questions regarding assessment of Idaho Use Tax on Government Furnished Property should be directed to the Idaho State Tax Commission at (208) 799-3491.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Background

The U.S. Forest Service is in need of mechanical fuels reduction and stand improvement activities to reduce accumulations of hazardous fuels. These activities may include reducing leave tree densities by the deliberate selection of trees to be removed from the site based upon silvicultural prescriptions; piling of naturally occurring and harvest related fuels; chipping and/or mastication; and other fuels reduction related activities. The desired outcome of these activities is to improve the overall health and condition of the stands by providing more space for the leave trees to grow and develop, therefore reducing the risk of insect infestations and disease outbreaks, and reduce the potential for wildfires to transition into crown fires. It is anticipated that this work will be completed with conventional logging systems or heavy equipment with some of the work completed by hand.

C- 1 Scope of Contract

The scope of this contract is to accomplish work activities such as tree thinning, whole tree removal, processing, decking, mastication, excavator/machine piling, stand improvement, slash treatment, leave tree protection and slash pull-back, chipping, grinding, hauling, fireline/fuelbreak construction, roadside brushing, road decommissioning, earth barrier construction, landing cleanup, rehabilitation, stump treatment and other activities related to fuels treatment objectives. The work ordered by the Government under this contract will primarily consist of work requiring the use of heavy machinery and equipment, but some Task Orders may include work that will necessitate the use of manual labor and/or hand crews. Manual labor and/or hand crew work may include (but is not limited to) hand tree thinning, hand piling, slashing/bucking, hand constructed fireline and fuel break and other non-mechanized activities necessary to comply with contract specifications. The Contractor shall furnish everything necessary, including, but not limited to all labor, equipment, supervision, transportation, supplies, and incidentals to perform work under this contract. The Contractor shall perform all aspects of the work in an organized, systematic manner, ensuring that the services are completely performed over the entire area(s) specified.

This contract is a Performance-Based, Multiple-Award, Indefinite Delivery Indefinite Quantity (IDIQ) contract with a base and four option year renewals. "Performance-Based" means the Contractor is responsible for an end product. If an end product is not provided in compliance with the contract specifications, an adjustment to the payment will be made or rework will be required.

C- 2 Location and Description

This contract is for performance on any of the National Forests and Grasslands within the boundaries of the Northern Region (Region One) of the U.S. Forest Service as authorized herein. The National Forests included in this list are as follows:

- Beaverhead-Deerlodge
- Bitterroot
- Custer - Gallatin
- Dakota Prairie Grasslands
- Flathead
- Helena - Lewis and Clark
- Idaho Panhandle

- Kootenai
- Lolo
- Nez Perce-Clearwater

The following Bureau of Land Management (BLM) Field Offices are also included and authorized to utilize this contract:

- Cottonwood Field Office (Idaho)
- Coeur d'Alene Field Office (Idaho)

Task Orders will include specific information regarding the project worksite location and description, access to the areas, work items ordered, size of units and other information pertinent to each Task Order. (See Section G).

C - 3 DEFINITIONS

Access Point. The point identified for access to contract subitem areas.

Acceptable (Stocking) Density. The number of trees between the minimum and maximum specified in the Silvicultural Summary Prescription.

Berm. A ridge of soil and debris along the edge of a fireline resulting from line construction.

Calendar Days. Every day shown on the calendar, Sundays and holidays included.

Canker. An area killed or blistered on the bark, a branch or the trunk of an infected tree.

Clump. See definition of leave island.

Contracting Officer's Representative (COR). The onsite contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the letter of designation issued by the Contracting Officer. Under this contract, a COR will be designated for each awarded contract (aka "Parent Contract"). A COR will also be designated for each Task Order issued under this contract.

Competitive Area. The area used for comparison of potential leave trees of the same species. The radius of the competitive area is specified in the Silvicultural Summary Prescription.

Contract Period. For the purposes of this contract, the contract period is defined as the entire period from the date of contract award through the end of the base year, and/or any option year(s) if option year(s) are exercised by the Government.

Contract Time. The number of calendar days identified in each Task Order, within which the Contractor shall complete the work described in that Task Order in compliance with the Task Order and the parent contract. Contract Time may also be expressed as a "Due Date" in some Task Orders.

Contractor Representative. An individual designated by the Contractor to comply with the requirements of FAR 52.236-6 (Superintendence by the Contractor). The Contractor shall designate a Contractor Representative for each Task Order. Also see Paragraphs H-2, and Attachment J-3 "Designation of Contractor Representative".

Course Woody Debris. Pieces of dead woody material (typically boles of trees or large branches) of a defined size class (typically larger than 4" small end diameter but size class can vary) that are left on site. Material should be distributed across the site as much as practical to enhance microsite conditions, for small mammal and microbial habitat and soil nutrient cycling.

Crooked Trees. Those with a sharp crook on the main bole which is less than 13 feet from the ground and offset more than 3 inches from the longitudinal axis.

Crop Tree. A tree that will be a component of a future commercial harvest or managed into the future. In this contract, it is interpreted as the trees specified in the Silvicultural Summary Prescription that are of preferred species, free of insect or disease infection, or if it is present does not threaten the tree survival or growth, exhibits leader dominance and growth, exhibits little or no damage that affects tree survival or growth, and has crown ratio of greater than 40% (ratio of crown to overall length).

Daylighting. See definition for Release.

Damage. Defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree.

Decision Area. An area that is evaluated to determine the appropriate number of leave trees. The Decision Area is specified in the Silvicultural Summary Prescription.

Deficiency (or Discrepancy). Trees that are unsatisfactory either because they were cut and met the requirements for a leave tree or were not cut and should have been, damaging selected leave trees, not completely severing trees from stumps, leaving small trees, and other errors.

Desirable Leave Tree Characteristics. Trees that are desirable to be leave trees have the following characteristics:

- Straight stem
- Small branch diameter
- Good coloration
- Well-formed crown
- Branches horizontal or slightly angled to bole
- Free or limited presence of insect or disease damage and/or symptoms; if present, damage or symptoms do not affect the growth or survival of the tree.
- Vigorous annual terminal growth (especially in the last 1 to 3 years)
- Crown class of dominant or co-dominant
- Crown ratio is 40% or larger

Characteristics of trees that are not desirable for leave trees:

- Multiple tops
- Poor crown form
- Crook or seep in bole
- Dead or broken tops
- Poor coloration
- Large branch diameter
- Presence of insect and disease
- Branches more than 45 degrees from horizontal

- Physical or mechanical damage
- Suppressed
- Poor annual growth
- Sucker limbs

Diameter Breast Height (d.b.h.). The diameter of the trunk measure at a point 4-1/2 feet above the ground level on the uphill side of the tree.

Detrimental Soil Disturbance. These disturbances include the effects of compaction, displacement, rutting, severe burning, surface erosion, loss of surface organic matter, and soil mass movement. At least 85 percent of an activity area must have soil that is in satisfactory condition. Detrimental conditions include:

- (a) Compaction. Detrimental compaction is a 15 percent increase in natural bulk density. The cumulative effects of multiple site entries on compaction should also be considered since compacted soils often recover slowly.
- (b) Rutting. Wheel ruts at least 2 inches deep in wet soils are detrimental.
- (c) Displacement. Detrimental displacement is the removal of 1 or more inches (depth) of any surface soil horizon, usually the A horizon, from a continuous area greater than 100 square feet.
- (d) Severely-burned Soil. Physical and biological changes to soil resulting from high-intensity burns of long duration are detrimental. This standard is used when evaluating prescribed fire. Guidelines for assessing burn intensity are contained in the Burned-Area Emergency Rehabilitation Handbook (FSH 2509.13).
- (e) Surface Erosion. Rills, gullies, pedestals, and soil deposition are all indicators of detrimental surface erosion. Minimum amounts of ground cover necessary to keep soil loss to within tolerable limits (generally less than 1 to 2 tons per acres per year) should be established locally depending on site characteristics.
- (f) Soil Mass Movement. Any soil mass movement caused by management activities is detrimental.

D-Minus Rule. A specified number of inches (typically 1-3”) subtracted from the diameter of tree species specified in the silvicultural prescription used to identify which trees should be cut or retained. The diameter of a designated species minus a specified number of inches will be evaluated against the diameter of other trees species during the selection of a leave tree.

Dominant Tree. A tree whose crown extends above the general level of the main canopy; or in some cases, a tree whose canopy is above the main canopy of the tree’s immediate neighbors, receiving full light from above.

Down Wood Concentration. An area where the amount of Down Wood (see Definitions for Down Wood), located in a 50-foot radius area or smaller, is sufficient to build a hand or machine pile as specified in the Task Order.

Down Wood (Natural Fuels). Woody debris not meeting the definition of Slash (i.e. Contractor created) and not defined as Course Woody Debris. Rotten wood which is partially buried in the soil or is decayed 75% or greater is not considered down wood.

Excess Tree. An uncut tree that according to contract specifications should have been cut. Excess trees are generally correctable.

Fireline. A strip of land cleared of all vegetation and burnable material down to mineral soil used to stop the spread of fire.

Fuel break. An area cleared of standing vegetation up to 6" DBH as specified in the silvicultural prescription. This area is cleared of all existing and activity created woody debris of a size class defined to meet specifications for either hand or machine fuelbreak.

Girdle. A cut through the bark and cambium tissue completely encircling the tree trunk for the purpose of killing the tree.

Healthy Conifer. Trees that are growing well, exhibited by good leader growth, green foliage, and at least 40 percent crown ratio (ratio of crown to overall length), has upright growth form, absence of forking or broken tops, absence of mortality causing diseases or insects in the terminal buds.

Hard Snag: Sound standing dead tree with less than 10 percent cull in any diameter and species.

Hang-up Tree. Any cut tree suspended more than 3 feet off the ground.

Improperly Cut/Pruned Tree. A tree that was cut that should have been a leave tree based on contract specifications. Also includes any leave tree that was damaged by the Contractor's operations.

Inspection Procedure. The plot inspection procedure described in a task order. Used to determine quality of work.

Jackpot Concentration. Slash concentration between 1-½ and 3 feet in height and less than 4 feet wide created by directional felling and/or pulling slash away from leave trees.

Leave Tree. Any tree that is selected or required to be left standing according to requirements in statement of work or the silvicultural prescription.

Leave Island/Clump. An area to be left untreated OR at higher trees per acre than the remaining acres. An example would be an area left untreated for wildlife screening. Description, size and locations will be explained in detail within the statement of work and/or Silvicultural Summary Prescription.

Leave Trees per Acre. The number of leave trees within 1 acre. Generally referred to average leave trees per acre calculated from one or more plot samples.

No. of trees per plot X reciprocal of plot size = leave trees per acre
and

$$\frac{\text{Total trees on all plots}}{\text{Total No. plots taken}} \times \text{reciprocal of plot size} = \text{leave trees per acre}$$

Lopping. Cutting limbs and boles of trees to reduce depth of slash created by felled trees.

Minor Damage. Trees with damage; however, the crooks in the trunk are offset less than 3 inches from the long axis and within 13 feet of the ground, or bark damage to less than one-fourth the circumference of the tree. Trees with forks or broken tops are not considered to have minor damage.

Operational Damage. Bark gouges, rips, tears (to the cambium), or other damage exceeding $\frac{1}{4}$ of the circumference of the bole, or damage exceeding $\frac{1}{4}$ of the circumference to the limb collar.

Parent Contract: The document setting the base Performance requirements, Work Items, and Terms & Conditions for all Task Orders issued.

Period of Performance (also Performance Period of Contract Time). The number of calendar days allowed for completion of work under each Task Order and/or the number of calendar days under the parent contract.

Pullback. Pulling slash by hand or machine into the unit to protect leave trees and/or designated improvements and developments.

Quality Assurance. The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Release/Daylighting/Weeding: Cutting competing vegetation from around selected trees to allow the selected trees room to grow.

Satisfactory Leave Tree. Tree that is selected to be left on the unit that meets contract specifications. Tree is larger than the minimum height required to be cut.

Skidding: A term for moving logs by dragging from stump to roadside, deck, or other landing.

Slash: Trunks of cut trees and limbs, either pre-existing or created by Contractor operations.

Slash Concentration. An area where the amount of slash in a 50-foot radius area or smaller, is sufficient to build a pile. Task Orders issued under this contract will identify whether the Contractor shall pile pre-existing slash and/or slash created by Contractor operations.

Small Trees. Trees designated to be cut that are taller than the designated minimum tree height but without a measurable diameter at breast height (DBH). Trees that fall within this range and are not cut are considered a deficiency.

Spacing. The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

Special Protection Area. A zone that has special characteristics such as riparian vegetation, wildlife calving areas, etc. Special protection areas are noted on the project maps and they may require special treatment such as an alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws. Refer to the Silvicultural Summary Prescription for required practices.

Stem (Rocky Mountain juniper). For the purpose of determining stems/acre for Rocky Mountain juniper, a stem for this species is defined as any live stem growing out of the ground/duff layer that is taller than

the minimum cut tree height (1ft). Any growth from a stem between ground/duff layer and minimum cut tree height will be deemed a limb.

Stream Course. The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the project maps. They typically require special treatment, which may include alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws. Special treatments will be specified in the Silvicultural Summary Prescription.

Stump Treatment. Treatment of stumps greater than 12” in diameter to prevent the spread of annosus root disease. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides and application of borate product within one (1) or two (2) hours, but no later than 24 hours for powder application and within 72 hours for liquid application.

Surplus Tree. A tree that is left in the unit that is in addition to the other satisfactory leave trees and is larger than those defined as small trees. It is not counted in the acceptable tree per acre calculation but does contribute to the total trees per acre on the unit. A surplus tree is coded as S3 or S4 trees in the inspection procedure.

Task Order: Individual delivery orders issued under the Parent Contract, containing funding sufficient to cover the work to be performed, a defined location, and description of the work to be completed.

Thinning Slash. Debris created from work activities under this contract or pre-existing debris created from other work activities, including all tops, trunks and branches of cut trees and shrubs.

Tree Slashing. This activity cuts competing vegetation from around selected crop trees to allow the crop trees room to grow and reduce fuel continuity. The term “slashing” does not refer to slash treatment, which is a separate activity.

Under slung line: A fire line below a unit on a slope.

Unsatisfactory Tree. A tree that fails to meet contract standards; includes but is not limited to:

- (1) Cutting the wrong tree, failure to cut a correct tree, failure to completely sever a live limb, etc.
- (2) Failure to prune a tree or pruning that is not in contract.
- (3) Failure to girdle a tree that meets the specifications is also an unsatisfactory tree.

Unsatisfactory trees are considered a deficiency or discrepancy in contract inspection.

Variable Density Thinning. Tree thinning done in a way that results in an uneven and patchy characteristic when completed that mimics nature. Areas within the stand will vary from more open to denser areas. Contractor shall refer to the Silvicultural Summary Prescription for treatment guidelines.

Windrow. Slash and debris that has been accumulated into long continuous rows.

Whorl: The arrangement of limbs in a circle at generally the same location around the bole of a tree.

Yarding: Moving cut trees from where they fall to the point where logs are loaded for transport to mill. Most commonly used in cable logging operations.

C. 4 GOVERNMENT-FURNISHED PROPERTY AND/OR SERVICES

The property and services that will be provided by the Government will be identified in the Task Orders. The Contractor shall return all Government-Furnished property upon the demand of the Contracting Officer.

C.5 GENERAL

Road Access. The Contractor may access the units as indicated on the Task Order project maps. Some units require the Contractor to walk or pad. The Contractor shall clear any trees or rocks that block roads needed to access units.

Walk-In Units: Units identified by the Government as “walk-in” units might include one or more of the following and will be addressed in each task order.

- a) Require the Contractor to walk their crews or equipment without a transport for relatively long distances, as specified in the site specific task order, to access remote work locations.
- b) Require the Contractor to maintain, fuel and access their equipment by ATV, UTV or OHV.

Locked Gates. In cases where units are behind locked gates, the Contractor shall close and lock gates after entering or exiting each gate and will be subject to all other restrictions of administrative use. Unless otherwise approved by the CO, the Contractor shall be permitted to drive from the locked gate to the unit with only the minimum number of vehicles necessary for efficient transport of crews or equipment.

C- 6 Technical Specifications

(a) Statements of Work and Silvicultural Prescriptions. The Contractor shall execute the work in accordance with the requirements of the parent contract and the Task Order, including, but not limited to the Statements of Work, Description of Work, Specifications, Requirements and Silvicultural Prescriptions (when applicable) for each Task Order.

(b) Equipment Operators. The Contractor shall provide equipment operators, highly skilled in:

- (1) Understanding and complying with detailed and technical silvicultural prescriptions for treatments by designation;
- (2) Performing the work in a manner which does not cause excessive soil disturbance (compaction, displacement, and so forth), or road and other resource damage;
- (3) Performing the work in a manner which does not damage leave trees outside of allowable tolerances;
- (4) Performing the work safely.

If the Contracting Officer determines that the Contractor’s equipment operator is not performing the work according to specification, and/or cannot consistently and reliably perform the contract work in compliance with the terms of the contract, the Contracting Officer will inform the Contractor of that determination and, if required by the CO, the Contractor shall promptly provide replacement operator(s) with the required skills. The Contractor shall not be entitled to any adjustment in contract price or time as

a result of the Contracting Officer exercising the Government's contractual rights under this clause. This clause shall not be construed as affecting any other rights of the Government under this contract.

(c) Equipment.

(1) When the Government requests Contractor(s) to quote on a particular Task Order, the Government may specify the type of equipment required for that Task Order, or, at the Contracting Officer's discretion, the Government may allow the Contractor(s) to propose the type of equipment to be used for that Task Order. Task Orders may not require all types of equipment listed. The Contractor(s) receiving the Task Order shall provide the equipment required by the Government (if specified by the Government), or proposed by the Contractor and accepted by the Government (if the Contractor is allowed to propose the equipment type).

(2) When required by the Task Order, the Contractor shall provide the following equipment for performance of the work under this contract:

- (i) Excavators with bucket and thumb, grapple or clam shell bucket.
- (ii) Mobile brush cutters and shredders (masticator), vertical/horizontal-shaft machines mounted on a tracked excavator or tracked feller-buncher.
- (iii) Whole-Tree Chipper/Grinder capable of chipping/grinding large landing piles into trucks or smaller portable chipper for blowing material into the forest or smaller trucks.
- (iv) Rubber Tire Whole-Tree Skidder w/Grapple or Forwarder.
- (v) Cut-to-Length Harvester or Whole-Tree Processor/De-limber.
- (vi) Log Loader
- (vii) Feller-Buncher
- (viii) Yarder/Excaliner
- (ix) Log/Chip Truck
- (x) Dump Truck
- (xi) Excavator w/Bucket, Thumb, & Grousers (every other pad)
- (xii) De-limber
- (xiii) Skid-steer
- (xiv) Tractor w/road brushing attachment
- (xvi) Utility Vehicle to facilitate fueling and maintenance in remote locations.
- (xvii) Chainsaw

(3) Equipment Requirements. The Contractor shall provide dependable and safe equipment that meets all applicable state and federal laws and regulations relating to motor vehicles and equipment, including, but not limited to 29 CFR 1910 and 29 CFR 1926. The Government reserves the right to conduct inspections at any time. Equipment requirements include, but are not limited to the following:

- (i) An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
- (ii) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6-year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- (iii) Shovel.
- (iv) U.S .Forest Service-qualified spark arrester on all naturally aspirated engines.
- (v) All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment).

- (vi) Radiator protection (applicable for heavy equipment).
- (vii) Seat belts.
- (viii) Flashlight.
- (ix) Water, 1 gallon drinking.
- (x) 5-person first aid kit.
- (xi) Personal Protective Equipment.

(xii) Rollover Protective Structure (ROPS) and Falling Object Protection (FOPS) meeting the applicable OSHA standards at time of manufacture or SAE J 1040 and SAE J 231 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to SAE J 1040 and SAE J 231.

(xiii) Operator Protection. Shall meet all applicable Federal and State (the State where equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have operator protection, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system.

(xiv) Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement. The protective canopy shall be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. The rear portion of the cab shall be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering shall be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and shall provide maximum rearward visibility. Open mesh shall be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, shall be installed in front of the operator area to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.

(xv) Lighting (2 rear, 2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade.

(xvi) Underbody protection (belly pan, rock guards unless not recommended by manufacturer).

(xvii) In addition to above requirements, Excavators shall have:

(A) Operator Protection System. Shall have a factory enclosed canopy with deflectors installed in front of the operator area to deflect whipping saplings, branches and debris broken off by the action of the bucket, hydraulic thumb or masticator/brush cutter. Deflectors shall be located so as not to impede visibility and access to the cab but still protect the operator from frontal damage.

(B) Capability of operating at manufacturer's limitations (i.e., slope).

(C) Lighting (2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the bucket/thumb.

(D) Hydraulic thumb or clamshell.

(d) Work Activities. Task Orders will include detailed specifications. The Contractor shall perform work in accordance with the detailed specifications identified in each Task Order. **Unless otherwise specified in Task Orders** issued under this contract, the Contractor shall comply with the following specifications for the identified work activities:

(1) Tree Thinning

(i) The Contractor shall perform services according to the Silvicultural Prescriptions specified in each Task Order, including, but not limited to the slashing and bucking requirements specified.

(ii) General leave tree description will include good crown form, live crown ratio >40%, good leader growth, straight bole, no significant defect or damage, and insect/disease free.

(iii) Trees designated for removal by the silvicultural prescription shall be cut below the lowest live limb, except when prevented by natural obstacles. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump. Acceptable stump heights will be designated in the individual Task Orders. Stumps shall be cut horizontally, not slanted.

(iv) Designated cut trees shall be felled away from unit boundaries, roads, telephone lines, established trails, stock driveways, fence lines, established land corners, and streams. Any trees falling on such areas shall be removed. Any tree felled into private land shall be pulled back into the thinning unit. All thinning slash shall be placed on or near the ground surface, so that it is not leaning against or suspended by an uncut tree, stump, log, or any obstacle. Snags may not be cut unless the contractor elects to fall them for safety reasons, and receives concurrence from the Government prior to felling. Snags should be felled prior to selecting leave trees within a distance equal to the height of the snag in the direction of fall.

(2) Whole Tree Removal

(i) Silvicultural prescriptions will be provided for each whole tree removal project. Work may include but is not limited to the following activities:

(ii) Skidding/Yarding/Forwarding of trees designated for removal.

(iii) Whole tree processing to a top diameter and length designated in the individual Task Order.

(iv) Decking of trees in a way that makes them accessible to a self-loading truck

(v) Pertinent slash treatment designated in the individual Task Order

(vi) Landing Cleanup

(vii) Skid trail provisions, landing locations and specifications, soil protection measures, required signage, and all other pertinent clauses not included in this document will be included in the individual Task Orders. Reference Section H for additional requirements and clauses.

(3) Landing Preparation and Cleanup

(i) A landing is considered a place where any logs or products are gathered for loading. All slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Size specifications and locations for landings will be designated in the individual task orders.

(4) Mastication.

(i) Silvicultural prescriptions will be provided for each mastication project.

(ii) Masticated material will be within the following specifications unless otherwise designated in the individual Task Order: 75% of chips from masticating must be <3' in length, 25% of chips from masticating may be >3' in length however, a slash depth must be no more than 1' in height.

(iii) Acceptable concentrations of masticated debris will be designated in the individual Task Orders.

(iv) In addition to standing vegetation, mastication of existing down wood may be required in some individual Task Orders.

(5) Excavator Piling.

(i) Excavator piling may include piling of slash generated by thinning activities and/or natural accumulations of fuels as specified by the silvicultural prescription or in the site specific Task Order. Piles shall be constructed to facilitate full consumption when they are burned. Piles shall be located outside of residual/leave tree driplines, in openings or areas of low tree densities to minimize damage to residual trees when the piles are burned. At the discretion of the Contracting Officer isolated areas of Contractor-generated and/or pre-existing down wood within an excavator pile unit may be scattered and not piled in areas of light slash densities.

(ii) Task Orders for excavator piling work may designate a range of course woody debris to be retained on the ground and scattered as much as practical throughout the unit for nutrient cycling and microsite purposes. Material to be left as course woody debris will be relatively free of limbs and needles. Exact amounts, size classes and method of measurement (tons per acre, number of pieces per acre or other methods) will be designated in the individual Task Orders.

(iv) Unless otherwise specified in the Silvicultural Summary Prescription or the site specific Task Order, piles shall be constructed as follows: Piles shall be 8-15 feet in diameter, minimum of 8-10 feet in height, shall be constructed compact and free of dirt and duff, shall have a good base to prevent the pile from toppling and shall not be made on down logs, rotten stumps or rocks. Material shall be piled in a parallel configuration, similar to pencils in a box. Once a pile meets the minimum diameter and height; slash may be added vertically on the edge of a pile to prevent the pile from toppling. Material used to build piles shall not exceed 8 feet in length. All objects which extend more than 2 feet in any direction from the pile profile shall be cut off and returned to the pile. No stumps shall be placed in piles.

(6) Scarification

(i) Scarification patches shall be evenly distributed over the workable ground. Generally, a scarification patch shall be defined as an area of ground 3 ft X 2.5 ft (one bucket width by three feet), cleared to mineral soil. The duff and litter removed from the scarification patch shall be scattered evenly over the undisturbed ground. Scarification will be conducted in conjunction with excavator piling. Exact spacing and patch size will be identified within the individual Task Order.

(7) Machine Fireline/Fuel Break.

(i) Fuel break construction will consist of removing all down wood >2" diameter from a specified width and scattered in a way that does not create a windrow or add >1' to the existing fuel bed depth.

(ii) Fuel break construction may consist of cutting and removing standing vegetation of a certain diameter from the designated fuel break width as well as removal of down wood. Exact specifications will be designated in the individual task order.

(iii) Fireline will remove and scatter fuel and duff only enough to expose mineral soil for a specified width.

(iv) Existing slash will not be buried or covered with dirt during the construction of the fireline. When fireline is located on steep slopes, construction of waterbars may be required to mitigate erosion potential. When waterbars are required, specifications and locations will be identified in the individual Task Order.

(8) Pile Chipping/Grinding.

(i) Chipping or grinding of fuels may occur within a designated area or existing fuel concentrations and will be designated in the individual Task Order. The Task Order will specify how chips will be dispersed or piled.

(9) Woody Material Retrieval

(i)) Woody material retrieval will consist of removing material from existing landings, excavator piles and top piles, and decking this material at a close location, usually for the purpose of firewood access. Generally the material to be removed shall consist of tops and non-merchantable logs at least 3 feet in length, with the majority of each log being larger than 4 inches in diameter. The amount of material to be pulled from each pile and the deck locations will be designated in each individual Task Order. Deck locations will be within close proximity to the original pile. The remaining fuel that isn't to be decked will be replied to meet designated piling specification outlined in the Task Order.

(10) Earth Barrier Construction

(i) Earth barriers may be completed in conjunction with other fuels reduction work (within excavator piling and/or scarification units, adjacent to landing cleanup areas, close to fireline and fuel break areas, etc.) and may be located within close proximity to accompanying work item. Earth barriers shall be constructed to the following specifications: material shall be excavated to 3 feet deep along the width of the existing road or unauthorized route. The excavated material shall be placed in a mound along the back side of the trench, also running the width of the road. Where possible, the down slope side will have a lead out to allow water to escape for drainage purposes.

(11) Road Decommissioning

(i) Decommissioning may be completed on existing roads that are to be removed from the landscape. Work activities related to decommissioning may include but are not limited to the following activities: removing culverts, reestablishing former drainage patterns, stabilizing slopes, restoring vegetation, blocking the entrance to the road, installing water bars and restoring natural contours and slopes.

(12) Road Brushing

(i) Roadside brushing is accomplished with a tractor, small excavator, or machinery equipped with a brushing attachment capable of treating the brush to the desired specifications. The machines must be able to cut vegetation from roadway and roadside, five horizontal feet up cut slope to fill shoulder of road. Provide 14-foot clear height above roadbed.

(13) Hand piling

(i) Hand piling may include piling of slash generated by thinning activities and/or natural accumulations of fuels as specified by the silvicultural prescription or in the site specific Task Order. Piles shall be constructed to facilitate full consumption when they are burned. Piles shall be located outside of residual/leave tree driplines, in openings or areas of low tree densities to minimize damage to residual trees when the piles are burned. At the discretion of the Contracting Officer isolated areas of Contractor-generated and/or pre-existing down wood within a hand pile unit may be scattered and not piled in areas of light slash densities.

(ii) Task Orders for hand piling work may designate a range of tons per acre (tpa) of course woody debris to be retained on the ground and scattered as much as practical throughout the unit for nutrient cycling and microsite purposes. Material to be left as course woody debris will be

relatively free of limbs and needles. Exact amounts and size classes will be designated in the individual Task Orders.

(iii) At the discretion of the Contracting Officer, piles constructed on slopes in excess of 35% may be secured by leaving one or two activity generated stump(s) per pile 4-6 feet in height with a minimum stump diameter of 4 inches or greater, slash shall be piled perpendicular to the stump(s) on the uphill side.

(iv) Unless otherwise specified in the Silvicultural Summary Prescription or the site specific Task Order, piles shall be constructed as follows: All Contractor-generated slash and/or pre-existing down wood to be piled shall be limbed flush with the bole to a minimum diameter of 1 inch on two opposing sides and bucked into pieces 8 feet or less in length prior to piling. Piles shall be 6-12 feet in diameter, minimum of 6-8 feet in height, shall be constructed compact, shall have a good base to prevent the pile from toppling and shall not be made on down logs, rotten stumps or rocks. Material shall be piled in a parallel configuration, similar to pencils in a box. Once a pile meets the minimum diameter and height; slash may be added vertically on the edge of a pile to prevent the pile from toppling. Material used to build piles shall not exceed 8 feet in length. All objects which extend more than 2 feet in any direction from the pile profile shall be cut off and returned to the pile.

(v) Pile covering may be required on hand-piling work issued under this contract and will be designated in the Silvicultural Summary Prescription or the site specific Task Order. When pile covering is required, the Contractor shall cover piles with a burnable water-repellent paper that is approved by the Contracting Officer. For example, the Contracting Officer will approve 80# kraft paper, that is burnable, water-repellant paper and that is non-toxic when burned. The Contracting Officer will not approve tar paper to be used for pile covering. Paper shall be placed within the pile such that $\frac{3}{4}$ the diameter and $\frac{3}{4}$ of the height of the pile is covered and held firmly in place by heavy slash on top of it.

(14) Hand Constructed Fireline

(i) The Forest Service will designate firelines on the ground and provide the Contractor with a written description of the work standards in the Silvicultural Summary Prescription or the Task Order.

(ii) Unless otherwise specified in the task order, hand constructed fireline consists of utilizing hand tools to scrape a continuous mineral soil line, not less than 18 inches wide. Cut material and existing down wood removed from the fireline shall be scattered within the cutting area and not windrowed or otherwise concentrated adjacent to the fireline. All existing stumps and snags within the fireline clearing limits shall be cut flush at ground level and/or scraped around down to mineral soil to remove fuels and prevent ignition. Do not mix slash with side cast material. Fireline shall be constructed on the exterior edge of the existing or newly constructed fuel break.

(iii) On under-slung line, a cup trench using the specifications found in each task order will be constructed. When fireline is constructed, berms shall be pulled to the outside edge of the constructed fireline, and outside of the unit. When required by the silvicultural summary prescription waterbars will be installed to set specifications.

(15) Hand Constructed Fuel break

(i) When required by the silvicultural prescription the fuel break may be up to 50 feet wide, with the exact width designated in the site specific Task Order. All woody debris over 1 inch in diameter and over 1 foot in length within the fuel break shall be moved into the unit.

(ii) When standing vegetation is specified for removal in the task order, the fuel break shall be cleared of all standing vegetation over 16 inches in height and under 12 feet in height and less

than 6 inches in diameter. Any tree left within this area shall be limbed to a maximum height of 8 feet.

(iii) All vegetative material removed from the fuel break shall be scattered within the unit and not windrowed or otherwise concentrated adjacent to the fuel break. Where the unit lies upslope from the fuel break, all material over 3 inches in diameter that is cast into the unit will be laid so it will not roll back into fuel break. Stump heights shall not exceed 4 inches above ground level as measured on the uphill side, or 4 inches above natural obstacles. All existing stumps and snags within the fuel break clearing limits shall be cut flush at ground level and/or scraped around down to mineral soil to remove fuels and prevent ignition.

(16) Slashing

(i) This activity cuts competing vegetation from around selected crop trees to allow the crop trees room to grow and reduce fuel continuity. The Contractor shall select the crop trees to be released based on the Silvicultural Summary Prescription. Trees and brush specified in the prescription shall be cut and/or cleared from around the selected crop trees throughout the unit or for the distance specified in the prescription. The crop trees and other vegetation specified to be left shall not be damaged during slashing work.

(ii) Slash will be bucked, lopped and/or scattered according to the Silvicultural Summary Prescription. Cut material shall not lean against an uncut tree, stump, log or any obstacle. It shall be secure and not able to roll down the hill. When required by the Silvicultural Summary Prescription bucking will be completed, regardless of height of slash above the ground. Bucking lengths will be specified in the Silvicultural Summary Prescription. A requirement to pull back the slash from around live residual trees as specified in the Silvicultural Summary Prescription may be included.

(iii) Slash treatment shall be concurrent and progressive with the slashing work activity. All trails indicated on the project maps and all open roads within or adjacent to the unit shall be kept free of slash at all times. The following improvements and developments shall be free from slash created by the tasks in this contract:

(1) The area adjacent to cut and fill slopes, and ditches for a distance of 10 feet measured from the upper cut slope and the lower shoulder of the road. Material shall be less than 6 feet in length to prevent barriers along roads.

(2) Culverts for a distance of 25 feet upstream from the culvert.

(3) 10 feet from improvements such as unit boundaries, roads, telephone lines, established trails, stock driveways, fence lines, established land corners.

(4) Stream courses as required in Resource Protection (Section H)

C- 5 Performance Requirements Summary

The following table describes the performance standards for major work activities in the contract with incentives and deductions for the work described. Performance standards for additional work items not included will be addressed in Task Orders specifications/requirements for that work.

During the issuance of certain Task Orders and work items the contractor may propose or the Government may require the use of a plot based quality control. In those situations the performance standards outlined in Section E and Incentives/Disincentives outlined in Section G will apply.

Work Activity	Performance Standard	Government Method of Assessment	Incentive/Deduction
Tree Thinning, Whole Tree Removal Mastication Excavator Piling Slashing	100% of the unit acres treated Meets work activity specification & requirements. Meets Task Order (Prescription/Work Description) requirements. Meets requirements of Section H (Landscape Preservation Erosion Prevention and Soil Protection, Slope Limitations, Erosion Control Seeding, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements)	COR or Inspector conduct periodic monitoring.	<ul style="list-style-type: none"> • Rework is required if Contractor fails to meet standard. • If quality does not meet standard, pay deduction (Section G) and/or additional costs to the Government will be assessed. • If the Contractor fails or refuses to repair any damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. • The Contractor's quality will be reflected in the performance assessment either positive or negative.
Landing Preparation & Cleanup Scarification Machine Fireline/Fuelbreak Construction Pile Chipping/Grinding Woody Material Retrieval Earth Barrier Construction Road Decommissioning Road Brushing	Meets work activity specification & requirements. Meets Task Order (Prescription/Work Description) requirements. Meets requirements of Section H (Landscape Preservation Erosion Prevention and Soil Protection, Slope Limitations, Erosion Control Seeding, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements)	COR or Inspector conduct periodic monitoring.	<ul style="list-style-type: none"> • Rework is required if Contractor fails to meet standard. • If quality does not meet standard, pay deduction (Section G) and/or additional costs to the Government will be assessed. • If the Contractor fails or refuses to repair any damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. • The Contractor's quality will be reflected in the performance assessment either positive or negative.

Work Activity	Performance Standard	Government Method of Assessment	Incentive/Deduction
Handpiling Hand Fireline/Fuelbreak Construction	Meets work activity specification & requirements. Meets Task Order (Prescription/Work Description) requirements.	COR or inspector conduct periodic monitoring.	<ul style="list-style-type: none"> • Rework is required if Contractor fails to meet standard. • If quality does not meet standard, pay deduction (Section G) and/or additional costs to the Government will be assessed. • The Contractor's quality will be reflected in the performance assessment either positive or negative.
Quality Control	<p>Contractor submits General and Task Order Specific Quality Control Plans for government approval.</p> <p>Contractor follows approved Quality Control Plans.</p> <p>Contractor maintains good quality control on all aspects of operation to ensure specifications and work requirements are met.</p> <p>Actions not consistent with contract specifications are corrected as per the Quality Control Plan.</p>	COR or Inspector randomly sample and observe operations.	<ul style="list-style-type: none"> • The quality of Quality Control provided by the Contractor will be reflected in the performance assessment as either positive or negative incentive. • If the Contractor fails to meet standards, work may be suspended or put in Default for failure to take corrective action immediately. • Result in adverse performance assessment.
	<p>Non Plot Based QC: Contractor's inspections are representative of performance standards compared to Government quality assurance.</p> <p>Plot Based QC: Contractor's plot inspections are +/-5% of Government's quality.</p> <p>Inspection completed to meet timeframes.</p> <p>Inspection forms are complete and accurate.</p>	COR or Inspector randomly observe Contractor inspection. Review Contractor inspection sheets.	<ul style="list-style-type: none"> • The ability of the Contractor to meet the standard will be reflected in the performance assessment as either positive or negative incentive. • When Contractor's inspections meet standards, no deduction. <p>If quality does not meet standard, pay deduction (Section G) and/or additional costs to the Government will be assessed.</p>
Work Plan and Schedule	<p>Work meets schedule as per the accepted Work Plan.</p> <p>Meets Minimum Required Rate of Progress as specified in section F.3.d.</p>	COR and Inspector conduct periodic monitoring.	<ul style="list-style-type: none"> • The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance assessment as either positive or negative incentive. • Work not completed on schedule is subject to Default and may result in assessment of actual costs.

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

E- 2 Contractor Quality Control

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is quality assurance to ensure contract standards are met.

The Contractor shall submit a Quality Control Plan (QCP) to the CO for each Task Order prior to beginning work on the Task Order. The Contractor shall submit the QCP to the CO no later than 5 calendar days before beginning work on each Task Order unless (a) otherwise approved by the CO in writing, or (b) the Contractor submitted, and the Government approved a QCP as part of that specific Task Order award evaluation process.

The QCP shall specify how quality will be monitored to assure the performance standards are met; the supervision of crew and work; and the personnel that will be performing the quality control. Quality control includes the monitoring of quality while work is in progress. The Contractor may utilize a range of methods to determine the Contractor's compliance with the contract specifications. During the issuance of certain Task Orders and work items, the Contractor may propose or the Government may require the use of a plot based quality control to determine the actual quality percentage. In addition to the description of how quality will be monitored to assure that performance standards are met, the plan shall also include: (1) corrective or preventive actions that will be taken to meet quality standards; (2) control procedures for security of Government-provided items such as keys, and lock combinations; and (3) location of the inspection documents and other quality control records.

Records of quality inspections shall be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

E- 3 Contractor Quality Control (QC) Methodology

(a) Non Plot Based QC: All work activities. The Contractor shall perform Quality Control in accordance with the Task Order-specific Contractor Quality Control plan(s).

(b) Plot Based QC: All work activities. The Contractor shall perform Quality Control in accordance with the Task Order-specific Contractor Quality Control plan(s). When required by the Contractor's

Quality Control Plan or by the Government, the Contractor shall use plot inspections that conform to the requirements specified here:

(1) The Contractor shall maintain a plot system that provides an unbiased sample of quality and which represents the entire area treated. The Contractor shall sample at least one random 1/20th acre plot per 5 acres. The Government may observe or re-inspect the Contractor's plots at any time.

(i) The Contractor shall mark and identify each inspection plot center on the ground.

(ii) The Contractor shall provide written inspection data by unit that meets contract requirements and a sketch map with plot locations. The Contractor shall use the Inspection Plot Forms provided in the Task Order or another form included with the Contractor provided Quality Control Plan.

(iii) All Contractor inspection records shall be provided to the Government based on the schedule proposed by the Contractor and agreed to by the Contracting Officer for quality assurance assessment consistent with the Government Quality Assurance Surveillance Plan. The person who conducted the Contractor's inspection shall sign and date each sheet and certify that the inspection records are complete and accurate.

(iv) The final percentage of quality for each unit's work activity as calculated from contractor inspections, will be rounded to the nearest whole percent.

(c) The contractor shall submit a Quality Control Plan specific to work activities in each Task Order.

E- 4 Government Quality Assurance

Quality assurance will be performed by the Government during the contract at regular intervals. Methods may include random sampling, 100% inspection of the work, visual survey and review of Contractor quality control documents.

Work that does not meet the contract requirements will be brought to the Contractor's attention. Deductions for unacceptable work may include rework at no cost to the Government or Government acceptance with price reduction. Repetitive or continuous failure to meet contract requirements may result in a quality adjustment to payment or the Contractor's right to proceed may be terminated.

E- 5 Acceptability of Contractor Quality Control

(a) Acceptability of Contractor Quality Control: All Work Items (Non Plot Based QC)

(1) Acceptance of the Contractor's performance and quality control must reflect full compliance with the contract or task order specifications. Acceptance of the Contractor's quality control will be based on inspection documentation and verified by the Government monitoring.

(b) Acceptability of Contractor Quality Control: All Work Items (Plot Based QC)

(1) The Contractor's Quality Control when using plots based inspections will be considered acceptable when they are within 5 percent of the Government quality assurance results.

(2) The Contractor's quality control will be deemed unacceptable when the Contractor fails to provide work activities within 5 percent of the Government's quality assurance results at the completion of a unit. When the Contractor's quality control is unacceptable, payment for the unit will be based on the results of the Government's quality assurance (G- 4).

(3) If the Government's results are objectionable to the Contractor, the Contractor may request a re-examination in writing, within 5-calendar days after receipt of the Government's quality assurance results. The request shall include documentation that supports that the probability of an error exists. The Government's re-examination will consist of a 2-percent sample utilizing the same inspection method as the original examination, but new plots will be selected with different plot centers than the plots previously inspected by the Government. If the results of the re-examination are within 5 percent of the Contractor's submitted quality control results, the Contractor's results will be considered acceptable and used for pay. If results of the re-examination exceed 5 percent of the Contractor's submitted quality control results, the Government's re-examination will be used for the basis of pay and the Contractor will be assessed the costs incurred by the Government that are directly related to the performance of such service.

E- 6 Acceptance and Rework

(a) Acceptance and Rework: All Work Items (Non Plot Based QC).

(1) Acceptance will be determined based on the Contractor's quality control inspection and verified by the Government monitoring and will be based on adherence to the specifications stated in the contract and Task Orders. If the Contractor's work is determined to be unacceptable, the Government may initiate any remedies described in FAR 52.246-4 Inspection of Services.

(2) If the initial work is unacceptable to the Government, the Contractor may re-work the area if deficiencies can be corrected. The Government will assess the re-work after receiving the Contractor's inspection records which reflect that all work meets specification standards.

(i) The Government will conduct quality assurance up to one time after the initial assessment due to rework by the Contractor.

(ii) The Government will assess the Contractor the actual costs of conducting the additional quality assurance after rework. The Contractor may be assessed actual damages which may include but is not limited to: wages of the COR and Government inspector(s), costs of vehicles, meals and lodging that are incurred during the additional quality assurance.

(b) Acceptance and Rework: All Work Items (Plot Based QC).

(1) Acceptance will be determined based on the Contractor's quality control inspection and verified by the Government monitoring and will be based on adherence to the specifications stated in the contract and Task Orders. When the Contractor's inspection results are below the performance standard of 90 percent, the work will be non-compliant and acceptance and payment will not be made until the deficiency has been corrected. If the Contractor's work is determined to be unacceptable, the Government may initiate any remedies described in FAR 52.246-4 Inspection of Services.

(2) If the initial work is unacceptable to the Government, the Contractor may re-work the area if deficiencies can be corrected. The Government will assess the re-work after receiving the Contractor's inspection records which reflect that all work meets specification standards.

(i) The Government will conduct quality assurance plots up to one time after the initial assessment due to rework by the Contractor.

(ii) The Government will assess the Contractor the actual costs of conducting the additional quality assurance after rework. The Contractor may be assessed actual damages which may include but is not limited to: wages of the COR and Government inspector(s), costs of vehicles, meals and lodging that are incurred during the additional quality assurance.

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.242-14 Suspension of Work (APR 1984)
52.242-17 Government Delay of Work (APR 1984)

F- 2 Contract Period

The contract period of this contract is from the date of contract award through last option period exercised by the Government. Task Orders may be issued at any time during the contract period. Contract time for individual Task Orders will be identified in each Task Order. Contract time for individual Task Orders may extend past the expiration of this contract with all the terms and conditions of this contract remaining in full force until the Task Order(s) expires.

Contract Year	Start of Contract/Option Date	Last Date A Task Order may be issued
<i>Base Year</i>	<i>Award Date of Contract</i>	<i>May 31, 2018</i>
<i>Option 1</i>	<i>June 1, 2018</i>	<i>May 31, 2019</i>
<i>Option 2</i>	<i>June 1, 2019</i>	<i>May 31, 2020</i>
<i>Option 3</i>	<i>June 1, 2020</i>	<i>May 31, 2021</i>
<i>Option 4</i>	<i>June 1, 2021</i>	<i>May 31, 2022</i>

F- 3 Contract Time and Required Rate of Progress

(a) Estimated Start Work Date. The estimated start work date for each Task Order will be identified in each Task Order at the time it is issued by the Contracting Officer.

(b) Notice to Proceed. The Contracting Officer will issue a Notice to Proceed as soon as weather and ground conditions are favorable for work. The Contracting Officer may, at the Contracting Officer's discretion, agree to a Contractor-proposed specific start work date if the Contracting Officer determines that the date proposed by the Contractor is in the best interest of the Government.

(c) Contract Time. Contract time for individual Task Orders will either (1) be identified by the Contracting Officer on the Task Order at the time the Task Order is competed; or (2) be the Contractor-proposed contract time for a specific Task Order when the Task Order Request for Quotations solicited contract time proposals from the Contractors and the CO accepted the Contractor's proposed contract time as part of the Task Order award. Contract time for Task Orders issued may overlap and/or run concurrently. From the date of the Notice to Proceed, Contract time will continually run unless conditions warrant the issuance of a Suspend Work Order with no charge against contract time, as determined by the CO (e.g. See Paragraph F-3(h)).

(d) Minimum Required Rate of Progress. The Contractor shall maintain progress at a rate that will assure completion within the contract time specified in the Task Order. Unless otherwise specified in the Task Order, the minimum acceptable rate of progress for work activities will be calculated by dividing the total units of work for that activity by the contract time specified in the Task Order.

(e) Work Plan and Schedule. The Contractor shall prepare a work plan and schedule that demonstrates how the work will be completed within the contract time identified in the Task Order. Contractor Work Plans and Schedules shall ensure compliance with any contract-mandated minimum production rates, but may exceed those rates.

The Government may require the Contractor(s) to submit a Work Plan and Schedule at or before the following times:

(1) During the Competition for Each Task Order. Each Task Order under this multiple award contract will be competed among the Contractors receiving a contract award. As part of this competitive process, the Government may request Contractors to propose a specific Work Plan and Schedule for the Task Order being considered. In such instances, the Contractor proposed Work Plan and Schedule would be considered by the Government as the Government determines which Contractor response(s) would be the best value to the Government. During the evaluation process, the Contracting Officer may negotiate Work Plan and Schedule details with Contractor(s).

(2) Prior to Commencing Work under the Task Order. If the Government does not request Contractor proposals for a specific Work Plan and Schedule during the competitive process for each Task Order, then Task Order work plans and schedules shall be provided to the Contracting Officer prior to commencing work under the Task Order. It is the Contractor's responsibility to promptly submit the Work Plan and Schedule. No adjustments in contract time or the start work date for the Task Order will be made due solely to the failure of the Contractor to submit a Work Plan and Schedule. The Contractor shall advise the Contracting Officer of any periods that the Contractor will not be working that is not specified in the accepted Work Plan. The Contractor may update the work plan when work is in progress and the Contracting Officer may accept the updated work plan.

(f) Operational Periods. One (or both) of the following operational periods will be specified on individual Task Orders:

National Forest or National Grassland (and included BLM units)	SUMMER PROJECT		WINTER PROJECT	
	Operational Period	"Non-Operational" Period	Operational Period	"Non-Operational" Period
ALL Region 1 National Forests & Grasslands	July 1 st – Sept. 30 th	Oct. 1 st – June 30 th	Dec. 1 st – Feb. 28 th or 29 th	March 1 st – Nov. 30 th

(g) Unsuitable Conditions. The following is applicable during the Operational Period for the Task Order:

When environmental or physical conditions become unsuitable for work, the Contractor shall (1) move to another area on the same Task Order identified by the Contractor and agreed to by the Contracting Officer; and/or (2) take other actions agreed to by the CO to adequately mitigate the unsuitable condition.

When environmental or physical conditions become unsuitable for work (e.g. unacceptably wet soils, etc.) for a period of 10 consecutive calendar days or more, and when the Contractor cannot move to another area on the same Task Order or take any mitigating measures, the Contractor may request an equitable

adjustment in contract time for each day, in excess of 10 calendar days, that the Contractor was unable to perform work due to the unsuitable environmental or physical conditions. The Contractor is eligible to be considered by the CO for this adjustment to contract time when (1) the Contractor makes the request in writing and provides evidence to support the request, (2) the Contracting Officer concurs that the environmental or physical conditions at the site were unsuitable for work for a period of 10 consecutive calendar days or more; and (3) the Contractor was mobilized to the worksite and actively working at the onset of the unsuitable work conditions, unless otherwise approved by the CO. The Contracting Officer reserves the right to deny the request for contract time if the CO determines that the Contractor was not delayed by the unsuitable conditions or circumstances otherwise do not warrant granting the additional time. This contract clause does not supersede or replace the definition of excusable delays under the Default clause of the contract, or any of the Government's or Contractor's rights under that or any other clause of the contract.

(h) Unfavorable Conditions. The following is applicable during the "Non-Operational" Periods of the Task Order.

- (1) Summer Project, "Non-Operational" Period: It is estimated that adverse weather and/or road conditions may prevent access to the worksites or performance to specification during the "Non-Operational" Period. During the "Non-Operational" Period, when such conditions make work impracticable, or if wind or other conditions create extreme conditions that are unsafe for contract work, and with written request by the Contractor, the Contracting Officer may suspend work with no charge against contract time. When conditions are again favorable, the Contracting Officer will issue a verbal resume work order and confirm that order in writing. The count of contract time will resume on the day indicated by the Contracting Officer. If the Contractor cannot be reached at the phone number provided or the Contractor fails to contact the Contracting Officer (per Section C) a written Resume Work Order will be mailed and count of contract time will resume on the date specified in the order.
- (2) Winter Project, "Non-Operational" Period: It is estimated that insufficient winter/frozen ground conditions may limit performance to specification during the "Non-Operational" Period. During the "Non-Operational" Period, when such conditions make work impracticable, or other conditions create extreme conditions that are unsafe for contract work, and with written request by the Contractor, the Contracting Officer may suspend work with no charge against contract time. When conditions are again favorable, the Contracting Officer will issue a verbal resume work order and confirm that order in writing. The count of contract time will resume on the day indicated by the Contracting Officer. If the Contractor cannot be reached at the phone number provided or the Contractor fails to contact the Contracting Officer (per Section C) a written Resume Work Order will be mailed and count of contract time will resume on the date specified in the order.

(i) Work Completed after the Performance Period. Whenever the Contractor fails to complete work within the contract time specified on a Task Order, and is allowed to work beyond that period, the Contractor will be assessed actual damages. Items to be included in the actual damage includes but is not limited to: wages of the COR and Government inspector(s) for quality assurance after the performance period, costs of vehicles, meals, and lodging that are incurred while administering the contract after the performance period.

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G- 1 Authorized Ordering Activities

In addition to the Contracting Officer for the parent contract, the following authorized officials may place Task Orders under this contract: (a) Any Contracting Officer assigned to the USDA Forest Service, within the limits of their warrant authority; and (b) any Contracting Officer assigned to the USDI Bureau of Land Management, for the purpose of ordering services for the BLM units identified in Paragraph C-2 of this contract.

G- 2 Ordering Procedure: Fair Opportunity, Task Order Competition, and Task Order Contractor Selection

(a) This is a Multiple-Award Contract. When the Contracting Officer issues a Task Order that is anticipated to exceed \$2,500.00 under this contract, the Contracting Officer will give every Contractor a fair opportunity to be considered for a Task Order unless one of the following exceptions applies:

(1) The Government's need for the service is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(3) It is necessary to place an order to meet the minimum guarantee.

(b) The Contracting Officer may solicit quotes orally or in writing.

(c) Task Order Evaluation Criteria. The Contracting Officer may identify the Task Order Evaluation Criteria at the time the Contracting Officer solicits quotes from the Contractors. The Task Order Evaluation Criteria will always include "Price", including price reasonableness. Some Task Orders may be awarded on the basis of price alone. The Contracting Officer may, at the Contracting Officer's discretion, also include one or more of the following non-price evaluation factors or others as identified:

(1) Past Performance on earlier Task Orders under this contract, including quality and timeliness.

(2) Technical Approach and/or Equipment.

(3) Contract Time and Schedule.

(4) Key Personnel.

(d) The Government will make the Task Order award to the Quoter whose quote and response to the evaluation criteria represent the best value to the Government, price and technical factors considered.

(e) If a Contractor is awarded multiple Task Orders, work shall be completed concurrently unless otherwise specified in the Task Order(s).

G- 3 Ordering Procedure: Issuing Task Orders

(a) Order(s) may be issued by mail, facsimile, electronic commerce, or orally and confirmed in writing. Task Orders will be considered as being “issued” at the time they are mailed, faxed, transmitted or verbally issued by the Contracting Officer. If more than one method is used to place the order, the date of the earliest provable method will be the date of issue.

(b) Each Task Order issued by the Government may include the following items, if applicable:

- (1) Standard Form 18 (Request for Quotations);
- (2) Schedule of Items and Task Order Evaluation criteria (if applicable);
- (3) Task Order Cover Sheet (if applicable);
- (4) Description of Work, including supplemental specifications and slope limitations as required;
- (5) Government-furnished property (if applicable);
- (6) Estimated start work date and contract time for the Task Order, including timing restrictions, if applicable (also see Section F);
- (7) Summary Information Chart;
- (8) Silvicultural Summary Prescription (if applicable);
- (9) Forest Vicinity Map;
- (10) Project Maps;
- (11) The Food Storage Order for the Task Order location;
- (12) The State of Idaho Certificate of Verification of Workers’ Compensation Insurance form, 4 pages

The following items will be issued by the Government at the beginning of the contract for use throughout contract performance when plot based Quality Control is required by the Government or the Contractor’s Quality Control Plan.

- (1) Plot Inspection Forms (Contractor may copy and use during contract)

G- 4 Measurement

(a) Measurement. Unit linear and area measurements under this contract are measured on a horizontal plane within the established boundaries. Boundaries may be marked by (a) an obvious timber type difference, (b) flagging, and/or (c) paint. The Contracting Officer will inform the Contractor of the marking convention either verbally or on the Summary Information Chart provided with Task Orders.

(b) Remeasurement.

(1) The Contractor may at any time after award request remeasurement of any treatment area. The request must be made in writing and supported by written documentation. Remeasurement will be made within the established boundaries for activities measured in acres, or along the linear path in the case of work activities measured in miles or chains.

The Contractor shall pay for the cost of remeasurement and the original acreage or distance will be used as the basis for payment if the remeasurement results in:

(i) An increase of less than 1 acre on units smaller than 20 acres or less than one chain on items smaller than 20 chains.

(ii) An increase of less than 5 percent on units larger than 20 acres or longer than 20 chains.

G- 5 Method for Calculating Payment

(a) Basis of Payment - Performance Incentives/Deductions- All Work Activities with Non-Plot Based QC.

(1) Payment calculation for All Work Activities with Non Plot Based QC. Payment will be made based on the unit prices in the Task Order Schedule of Items for Contractor work meeting the contract specifications that is accepted by the Contracting Officer. The Contracting Officer may reject work that does not conform to contract requirements. In such instances, the Contracting Officer may reduce the contract price to reflect the reduced value of the services performed, in accordance with FAR 52.246-4.

(2) Unacceptable Work with Non Plot Based QC

Any unit, with quality less 100 percent, is considered unacceptable and may be rejected. For these areas the Government may

- (i) Accept the work at a reduced price
- (ii) Require the area to be re-worked at no additional expense to the Government
- (iii) Reject the work in its entirety.

If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

(b) Basis of Payment - Performance Incentives/Deductions - All Work Activities with Plot Based QC.

For each completed unit, the Contractor's quality control inspection percentage on completed work will be compared to the Government's assessment results. If the results differ by 5 percent or less, the Contractor's inspection will be considered acceptable and the Contractor's quality percentage will be used as the basis for payment. When the results differ by more than 5 percent, the Government's inspection percentage will be used as the basis for payment as per E. 5.b

(1) Payment Calculation for All Activities with Plot Based QC.

Quality at fully acceptable performance - meets or exceeds 90 percent. Whenever the quality of work meets or exceeds 90 percent, based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable, an incentive payment will be made that provides payment at the unit price for the subitem.

Payment Example: With a unit price of \$100 and a unit size of 40 acres, the bid price would be \$4,000. If the Contractor's work quality is 95 percent, payment would be \$4,000.

Quality at unacceptable performance level, less than 90 percent. Whenever the quality of work is below 90 percent based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work is unacceptable and the value of services provided is significantly reduced. Therefore, a deduction will be made for unacceptable performance. For each percentage point that performance quality falls below 90 percent, a 2-percent deduction in unit price will be made. No payment will be made where quality of work is below 70 percent.

Payment Example: With a thinning quality of 85 percent, the deduction would be: 10 percent for quality 85 to 89 percent (5 x 2%) resulting in the Contractor receiving 90 percent of the bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 85 percent thinning quality, payment would be: $\$100 \times 90\% \times 40 \text{ acres} = \$3,600$.

Payment Example: With a thinning quality of 70 percent, the deduction would be: 40 percent for quality 70 to 89 percent (20 x 2%) resulting in the Contractor receiving 60 percent of bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 70 percent thinning quality, payment would be: $\$100 \times 60\% \times 40 \text{ acres} = \$2,400$.

(2) Unacceptable Work

Any unit, with quality less 90 percent, is considered unacceptable and may be rejected. For these areas the Government may (i) accept the work at a reduced price (ii) require the area to be re-worked at no additional expense to the Government, or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

When work quality falls below 90 percent in areas of 1 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. If the Government does not require the area to be reworked or the quality remains below 80 percent, the area may be separated from the subitem and payment made in accordance with G.5.b.1.

The Government will document unacceptable work quality in the performance assessment.

G- 6 Invoice Processing Platform (IPP)

The Forest Service is utilizing the Invoice Processing Platform (IPP) for the electronic submission and tracking of contracts/purchase orders, invoices, and payment information. IPP is a secure Government-wide, Web-based invoice processing service. Visit <http://www.ipp.gov> to learn more.

Upon award of a contract, Contractors will be enrolled automatically. Contractor will subsequently receive electronic notification from IPP of enrollment. IPP password will be delivered electronically to allow first login to IPP. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

G- 7 Task Order Release

The Contractor shall submit a Task Order Release form with their request for final payment in IPP. The Task Order Release form contains a block for the Contractor to note reservations, if any (See Attachment J-4).

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)

H.2 Key Personnel. *(This contract clause may be inserted into individual Task Orders if the Task Order competition considers Contractor proposed Key Personnel for that specific Task Order (See G-3).*

(a) The Contractor shall assign to this contract/task order the key personnel identified in their technical proposal to fill the following roles:

Role	Proposed by Contractor and accepted by Government
<i>(CO insert role identified in Task Order competition)</i>	<ul style="list-style-type: none"><i>(CO Insert Name at time of task order award)</i>

(b) The Contractor shall make no substitutions of key personnel without notifying the Contracting Officer within a reasonable timeframe and in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) The Contractor shall make no diversion of key personnel without the written consent of the Contracting Officer.

(d) The contract will be modified to reflect any approved changes of Key Personnel for the Task Order.

H-3 AGAR 452.236-77 Emergency Response (NOV 1996)

(a) *Contractor's Responsibility for Fire Fighting.*

(1) The Contractor, under the provisions of FAR clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.

(2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) *Contractor's Responsibility for Notification in Case of Fire.* The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) *Contractor's Responsibility for Responding to Emergencies.* When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes Clause, FAR 52.243-4.

H-4 Fire Control

(a) *Contractor's Responsibility for Contractor-Caused Fires.* The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) *Other Fires.* For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

(c) *Fire Protection Requirements - Fire Plan.* At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including but not limited to automobiles, trucks, tractors, excavators etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters*. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Powersaws*. For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting*. Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking*. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products*. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires*. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves*. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding.* Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan.* Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time.

(ii) All burning could be stopped, including debris burning fires.

(iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer.* Unless otherwise specified in the Task Order, the Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of at least ¾-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so that the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, and additional 250 feet of ¾ – inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with proper trailer tow hitch shall be located at a point satisfactory to the Contracting Officer. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

(13) *Burning.* Before starting any open burning, the Contractor shall comply with the following:

(i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H- 5 Fire Protection Requirements Outside of Closed Fire Season Period – Pump & Trailer

Individual Task Orders may require the Contractor to provide a Pump & Trailer that meets the specifications found in Paragraph H- 3(c)(12) outside of the closed fire season period.

H- 6 Loss, Damage, or Destruction

(a) *Equipment furnished with operator.* The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

All claims arising under this clause will be submitted to the Contracting Officer.

H- 7 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

H- 8 Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all equipment that operates off existing roads prior to entry on the project area. Additional cleaning of equipment may be required prior to movement between units within the project area as specified in the Task Order. This cleaning shall remove

all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location. Unless otherwise agreed, Contractor shall give the forest service at least 24 hour notice when equipment is ready for inspection.

H- 9 Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.). Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

H- 10 Erosion Prevention and Soil Protection

(a) Contractor's Operations shall be conducted reasonably to minimize soil erosion.

(b) The Contractor shall perform mechanical operations only when soils are dry, frozen or covered with snow as determined by the Contracting Officer or specified in a Task Order.

(c) Skid trail spacing width must average at least 75 feet in all tractor units unless specified in a task order or approved in writing by the Contracting Officer. The goal is to occupy less than 15 percent of the treatment area including soil disturbance from skid trails, temporary roads and landings associated with past and proposed activities.

(d) Tractor skid roads will be located and approved in advance of falling by the Contracting Officer.

(e) Logs shall be skidded with the leading end free of the ground.

(f) Forwarder trails shall be >50' apart center to center when working on a slash mat otherwise forwarder trails shall be >75' apart center to center. Task orders may require a greater distance or more specific language.

(g) Landing and decking locations may be located outside of the unit boundary when approved by the Contracting Officer.

(h) Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.

- (i) Excavators to the extent feasible will remain on skid trails.
- (j) All existing road beds, trails, railroad beds, and landings should be reused where possible.
- (k) Avoid all wetlands with ground disturbing activities, including lakes, ponds, marshes, fens and streams.
- (l) Skyline corridors shall be located on the ground and approved in advance of falling by the Contracting Officer.
- (m) Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turns of logs. Width of skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription or statement of work.
- (n) Except for lateral yarding, logs shall be yarded with the leading end free from the ground.
- (o) Where topography will permit, skyline corridors shall be spaced no less than 75 feet apart unless approved in advance by the Contracting Officer or specified in a task order.
- (p) All slash accumulated at landings shall be piled, unless it is agreed in writing that the slash can be thrown back into an area that is planned to be broadcast burned.

H-11 Slope Limitations

To be specified in individual task orders.

H-12 Erosion Control Seeding

When required by the Task Order, following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by contractor after operations.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

The following information will be provided in each task order when seeding is required.

- (a) Seed and/or fertilizer per acre spreading rate pounds per acre
- (b) Application period
- (c) Species of seed of pure live seed
- (d) Types of fertilizer

Contractor shall provide to the Forest Service:

- (a) Blue tags, or copies of blue tags from each seed lot used in the specified mix. Only certified, blue-tagged seed shall be used. The blue tag represents a field certification and serves as evidence of the genetic purity and varietal identity of the seed contained in the seed lot.

(b) Labels which indicate the percentage composition of the various species in the seed mix. (c) Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Contractor will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious weed seeds listed on the current state of Idaho, Montana or North Dakota Noxious Weeds List. Only after the Forest Service has verified that this report indicates the seed does not contain any weeds on the current state of Idaho, Montana and North Dakota Noxious Weeds List, will the seed be accepted and used.

H-13 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements

(a) The Contractor shall preserve and protect all vegetation (such as trees, shrubs, and grass), structures, equipment, utilities and improvements (including, but not limited to fences, property lines, water tanks and natural or developed springs) on or adjacent to the worksite, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(c) Trees designated for cutting and/or logs will be left as rub trees along tractor skid trails as needed to protect young growth and leave trees.

(d) Trees located in approved skidder or forwarder trails shall be designated for removal by the Contracting Officer.

(e) Any tree designated for retention that poses a safety hazard may be felled by the contractor without prior approval of the Forest Service. All such hazard trees felled to provide for safe work conditions will remain adjacent to the stump. Leave all snags standing unless they create a hazard.

(f) Road damage as a result of the Contractors operations shall be repaired by the Contractor at no expense to the government.

H-14 AGAR 452.236-72 Use of Premises (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall

obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (i) dispose of solid waste in accordance with applicable Federal, State and local regulations.

H-15 Sanitation and Servicing

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's Operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's Operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of Forest Service.

H-16 Prevention of Oil Spills

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 55 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

H-17 Protection of Survey Monuments

Contractor shall protect all survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's operations. If any monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

H-18 Safety Plan

(a) In compliance with FAR 52.236-13 Alternate I (see Section I), the Contractor shall prepare a written Safety Plan for each Task Order which addresses the specific hazards of the work site, and shall include working in areas of dead trees and falling debris. The Contractor shall identify the specific conditions that the Contractor considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will take to increase safety on the worksite.

(b) In addition to complying with all of the requirements specified in FAR 52.236-13 Accident Prevention (NOV 1991), Alternate I, the Contractor shall ensure that the Contractor's written plan for implementing the clause also includes:

- (1) Identification of medical facilities in the area of contract performance, including location and contact information (i.e. phone numbers, radio contact protocols);
- (2) Identification of other emergency dispatch / communication facilities in the area of contract performance, including location and contact information (i.e. phone numbers, radio contact protocols);
- (3) Contractor's communication plan in event of emergency (i.e. cell phones, radios, etc.);
- (4) Contractor's First-Aid resources, including medical kits and identification of trained personnel (First Responder, EMTs, etc.).
- (5) Emergency Evacuation procedures/protocols.

(c) The Contractor Representative for each Task Order shall have a printed copy of the Safety Plan on the worksite at all times and shall ensure the employees know where it is located.

(d) The Contractor's Safety Plan shall be written in English and in a language understandable to the employees if those employees are not all fluent in English.

H-19 Personal Protective Equipment

(a) The Contractor will train in the safe operation and use of equipment to all workers using such equipment.

(b) Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.

(c) Defective or damaged personal protective equipment shall not be used.

(d) The Contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.

(e) The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

(f) The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

(g) The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

(h) The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

H-20 Snow Removal.

(a) Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

- (1) Removal of snow from entire width of road surface including turnouts.
- (2) Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
- (3) Maintenance of drainage so that the drainage system will function efficiently and prevent erosion damage.

(b) Performance. Snow removal shall be kept current and performed as often as necessary to insure safe and efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

- (4) All debris, except snow and ice that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- (5) During snow removal operations, banks shall not be undercut nor shall gravel or other surfacing material be bladed off the roadway surface.
- (6) Ditches and culverts shall be kept functional during and following road use.
- (7) Snow berms shall not be left on the running surface of the road. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained in them. Drainage holes shall be spaced as needed to obtain satisfactory surface drainage without discharge on erodible fills.
- (8) Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.

Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Contractors snow removal work shall be restored in a timely manner at Contractors expense.

H-21 Product Removal

No timber products may be hauled from contract area unless it is required in a Task Order or approved in writing, in advance by the Contracting Officer. Contracting Officers will not approve removal of timber products without obtaining appropriate authority from their federal agency.

H-22 Camping Provisions for Non-Labor Intensive Contracts/Task Orders

Requires Contracting Officer and District Ranger approval.

(a) Camping and Worksite Plan shall be consistent with requirements set forth in this contract and the camping permit if required. The Contractor shall submit a camping plan for approval upon the request of the CO.

(b) The Contractor shall be aware of and abide by the rules of the National Forest applicable to forest visitors.

(c) The Contractor shall obtain a camping permit from the Forest Service prior to camping on National Forest land. Final payment may be withheld by the CO until the authorized camping area has been cleaned up to the requirements of this contract and the camping permit.

If the Contractor does not obtain a camping permit but requires their employees to obtain the camping permit, the Contractor remains responsible for campsite clean-up.

H- 23 Camping Provisions for Labor Intensive Contracts/Task Orders

The following provisions apply to all camping on National Forest lands during performance of this contract:

(a) These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.

(b) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

(c) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.

(d) The campsite shall have a clean appearance at all times.

(e) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the Contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the Contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the Contractor of liability for the cost of their removal and restoration of the site.

(f) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, Contractors, or recreating public. Disorderly conduct is not permitted.

(g) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(h) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

(i) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.

(j) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.

(k) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.

(l) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

(m) Basic first aid supplies shall be maintained, available, and under the charge of a person trained to administer first aid. The supplies shall include:

- (1) Gauze pads (at least 4x4 inches)
- (2) Two large gauze pads (at least 8x10 inches)
- (3) Box adhesive bandages (band-aids)
- (4) One package of gauze roller bandage at least 2 inches wide
- (5) Two triangular bandages
- (6) Scissors
- (7) At least one blanket
- (8) Tweezers
- (9) Adhesive tape
- (10) Latex gloves
- (11) Resuscitation device such as resuscitation bag, airway, or pocket mask

(n) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

(o) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

(p) The Contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(q) The Contractor shall comply with the following fire regulations during fire season:

(1) A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

(2) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

(3) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (2).

(4) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(r) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(s) The Forest Service reserves the right to terminate a camping permit at any time.

H-24 Employment of Eligible Workers (DEC 1999) (Applicable when using hand crews for forestry work)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

H-25 Labor Standard for Contracts Involving Migrant and Seasonal Agricultural Workers (DEC 1999) (Applicable when using hand crews for forestry work)

(a) *General.* This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to ensure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, precommercial thinning, site preparation, and wildland fire fighting.

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) *Registration Requirement.* Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

The following is added:

The Department of Labor's Wage and Hour Division (WHD) has consolidated its Farm Labor Contractor certificate registration to two locations: San Francisco, California, and Atlanta, Georgia.

The permanent place of residence of the certificate applicant, NOT the location where the applicant intends to work determines the appropriate application processing center. Applications should be submitted – again, based on the applicant's permanent place of residence – to one of the following locations:

If the applicant's permanent place of residence is in Alaska, Washington, Oregon, California, Nevada, Arizona, or Hawaii, then the application should be sent to:

**U.S. Department of Labor
Employment Standard Administration
Wage Hour Division
National Certificate Team
90 Seventh Street, Suite 13-100
San Francisco, CA 94103**

If the applicant's permanent place of residence is anywhere else in the country, then the application should be sent to:

**U.S. Department of Labor
Employment Standard Administration
Wage Hour Division
National Certificate Team**

**P.O. Drawer 56447
Atlanta, GA 30343**

The Farm Labor Contractor Registration form WH-530 may be downloaded from the WHD website at: http://www.dol.gov/esa/forms/whd/fts_wh530.htm.

(d) *Worker Protections*. The contractor shall comply with the following protections and standards related to wage disclosure, record keeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) *Wage and Payroll Standards*.

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) *Motor Vehicle Safety*.

(i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State drivers license.

(iii) Each vehicle under the ownership or control of the contractor, which is used to transport any migrant or seasonal agricultural worker, shall be covered by vehicle insurance of \$100,000

per seat (maximum \$5,000,000). A workers compensation policy, which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) *Housing.*

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(iii) If the Contractor is not furnishing worker housing:

Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

Within 10 days after award, and prior to the issuance of Notice to Proceed, the Contractor must notify the Contracting Officer of the planned worker housing site.

If the housing site is located on a National Forest, the Contractor must obtain a permit from the District Ranger for the District on which the housing site is located and the facilities established for the workers must meet the applicable U.S. Department of Labor (USDOL) MSPA standards for such sites.

If the housing site is not located on a National Forest, the site must meet the applicable housing standards in MSPA.

If an exemption from the permit requirement is claimed, the Contractor must provide a written statement identifying the law authorizing the exemption, stating the facts constituting an exemption under that law, and identifying a USDOL employee or official who stated or concurred that the accommodations were exempt, citing name, date, and means of communication.

If the housing site is changed after approval by the Contracting Officer, the Contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the Contractor fails to comply, the Government may terminate the contract. In addition, other remedies or penalties prescribed by law may apply.

(5) *Field Sanitation.*

In accordance with U.S. Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

- ▶ Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ▶ Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.

► Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

Employees cannot be made to bear the costs incurred by the employer for providing required facilities.

(e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

H-26 Migrant and Seasonal Agricultural Worker Protection Act Registration (DEC 1999)

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain a MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

H-27 Contractor Performance Assessment Reporting System (FEB 2011)

(a) General. This contract is subject to Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and Forest Service Acquisition Regulations (FSAR) that require past performance evaluations to be completed and entered into the Contractor Performance Assessment Reporting System (CPARS).

(b) Contact Information. At the Prework Meeting, the name and email address of the Contractor Representative will be required.

(c) Assessment. Upon completion of the work associated with the contract/delivery orders, an evaluation will be initiated by the Contracting Officer in the CPARS system and the Contractor Representative will receive an auto-email from CPARS with instructions for completion of the evaluation.

H-28 Prework Conference

Prior to commencement of work on each Task Order, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

H-29 Idaho Workers Compensation Law (Applicable only when Task Order performance is in the State of Idaho)

- (a) Prior to award of any contract subject to Idaho Workers' Compensation Laws, the Contractor must provide a completed State of Idaho Certificate of Verification of Workers' Compensation Insurance form to the Government. This form will be submitted to the Idaho Industrial Commission by the Government in order to assure that the Contractor in line for award has the required worker's compensation coverage or is exempt from the requirement for coverage.
- (b) A copy of the State of Idaho Certificate of Verification of Workers' Compensation Insurance form has been provided for use in Section J and shall be completed and submitted as part of the offer.
- (c) This certificate of verification shall be fully executed by the Contractor and signed by the Industrial Commission Compliance Officer prior to award of the contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
52.204-13	System for Award Management Maintenance (OCT 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (NOV 2016)
52.219-14	Limitations on Subcontracting (JAN 2017)
52.222-3	Convict Labor (JUNE 2003)
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41	Service Contract Labor Standards (MAY 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) Alternate I (NOV 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-13	Bankruptcy (JULY 1995)
52.243-1	Changes - Fixed-Price (AUG 1987) Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Items (JAN 2017)
52.245-1	Government Property (JAN 2017)
52.246-25	Limitation of Liability - Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.251-1	Government Supply Source (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.224-70 Confidentiality of Information (FEB 1988)
452.236-73 Archaeological or Historic Sites (FEB 1988)
452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)

I- 2 FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the last day of the base contract period or the last day of any option period exercised by the Government.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I- 3 FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 14 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-4 FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of contract time for any Task Order that was issued before the contract period expired.

I-5 FAR 52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within at anytime prior to the expiration of the contract or any option year exercised, with the exception of the final option year.

I-6 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.0 years.

I-7 FAR 52.219-14 Limitations on Subcontracting (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants.

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I-8 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code **115310** assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I-9 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It Is Not A Wage Determination.*

Employee Class	Monetary Wage--Fringe Benefits*
<u>Equipment Operator, WG 10</u>	<u>\$25.27/hour – 5.1%</u>
<u>Laborer, GS-4</u>	<u>\$14.07/hour – 5.1%</u>

I-10 FAR 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)

(a) *Wage statement.* In each pay period, the Contractor shall provide a wage statement document (*e.g.* a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

(1) The Fair Labor Standards Act.

(2) [40 U.S.C. chapter 31](#), subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) [41 U.S.C. chapter 67](#), Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) *Content of wage statement.*

(1) The wage statement shall be issued every pay period and contain—

(i) The total number of hours worked in the pay period;

(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (*e.g.*, hourly rate, piece rate);

(iv) The gross pay; and

(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours

contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

(c) *Substantially similar laws.* A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at www.dol.gov/fairpayandsafeworkplaces.

(d) Independent contractor.

(1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) *Notices.*

(1) *Language.* Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) *Electronic notice.* If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

I-11 FAR 52.222-61 Arbitration of Contractor Employee Claims (Executive Order 13673) (DEC 2016)

(a) The Contractor hereby agrees that the decision to arbitrate claims arising under title VII of the Civil Rights Act of 1964, or any tort related to or arising out of sexual assault or harassment, shall only be made with the voluntary consent of employees or independent contractors after such disputes arise.

(b) This does not apply to—

(1) Employees covered by a collective bargaining agreement negotiated between the Contractor and a labor organization representing the employees; or

(2) Employees or independent contractors who entered into a valid contract to arbitrate prior to the Contractor bidding on a contract containing this clause, implementing Executive Order 13673. This exception does not apply:

(i) If the contractor is permitted to change the terms of the contract with the employee or independent contractor; or

(ii) When the contract with the employee or independent contractor is renegotiated or replaced.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts that exceed \$1,000,000. This paragraph does not apply to subcontracts for commercial items.

Note to 52.222-61: By a court order issued on October 24, 2016, 52.222-61 is enjoined indefinitely as of the date of the order. The enjoined section will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

I-12 FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2)—

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.
“Employee”—

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31](#), subchapter IV), or the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall—

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to—

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for—

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed

prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

I-13 FAR 52.236-7 Permits and Responsibilities (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I-14 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION): after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Service Contract Labor Standards Statute: If this is a contract in excess of \$2,500, the Contractor is required to pay certain minimum wages to all service employees working under this contract. These required minimum wages are stated in the attached Register of Wage Determinations under the Service Contract Labor Standards statute. **Pursuant to Executive Order 13658, the minimum hourly wage rate required to be paid to workers performing on, or in connection with, contracts and subcontracts subject to FAR Subpart 22.19, is at least \$10.20 per hour beginning January 1, 2017, and annually thereafter, an amount determined by the Secretary of Labor. See FAR Subpart 22.19.**

The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).

- J- 1 Map: U.S. Forest Service, Northern Region (R1), 1 page**
- J- 2 Wage Determination No. 1976-1342, Revision 52, Dated 12/29/2015, 3 pages.**
- J- 3 Designation of Contractor Representative form, 1 page**
- J- 4 Task Order Release form, 1 page**
- J- 5 Equipment Identification form, 1 page**
- J- 6 Sample Task Order, 13 pages**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K- 1 FAR 52.204-8 Annual Representations and Certifications (JAN 2017)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **115310 – Support Activities for Forestry.**

(2) The small business size standard is **\$19.0 million.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set-aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II, and III). This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number,*

title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K- 2 FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

K- 3 FAR 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <http://www.acquisition.gov> (see 52.204-7).

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L- 1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

- 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (OCT 2016)
- 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2017)
- 52.216-27 Single or Multiple Awards (OCT 1995)

L- 2 FAR 52.204-7 System for Award Management (OCT 2016)

(a) *Definitions.* As used in this provision--

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <http://www.acquisition.gov>.

L- 3 AGAR 452.204-70 Inquiries (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L- 4 Facsimile Proposals and E-Mail Proposals

(a) Definition. "Facsimile Proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Definition. "E-Mail Proposal," as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via e-mail.

(c) Offerors **may not** submit facsimile proposals or e-mail proposals as responses to this solicitation. Proposals received by fax or e-mail will not be considered.

L- 5 AGAR 452.215-71 Instructions for the Preparation of Technical and Business Proposals (SEP 1999)

(a) *General Instructions.* Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

- (i) 1 copy of the completed, signed Standard Form 33 (Section A);
- (ii) 1 copy of the completed Section K;
- (iii) 4 copies of the technical proposal (Response to the non-price evaluation factors identified in Sections L & M). **Offeror technical proposals are limited to 30 pages.**
- (iv) 1 copy of the business/cost proposal. (Section B, Schedule of Items for the Sample Task Order (See Sections L & M, and Exhibit J-6)

(b) *Technical Proposal Instructions.* The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

- **NOTE: To assist in the evaluation, it is recommended that you label and/or number your responses to correspond with the criterion being addressed.**

As a minimum, the proposal must clearly provide the following:

The following is added:

(1) **Past Performance:** Quality and timeliness of performance, business relations and customer satisfaction, and relevant company experience for the same or similar work*.

- *For the purposes of this solicitation, "same or similar work" is defined as: Work which required the skilled operation of forestry equipment (e.g. feller bunchers, processors, excavators, masticators, skidders, forwarders, etc.) to complete forestry and forestry-related work, which required the contractor to have silvicultural/forestry knowledge (e.g. knowledge of tree/shrub species, forest health issues, insect/disease, silvicultural prescriptions, soils, etc.).
- Describe all contracts and subcontracts currently in process and completed by your firm in the past 3 years. Include contracts and subcontracts similar in nature and complexity to that required by this solicitation and especially any contracts entered into with Federal, State and local governments and private or commercial customers.
- Include the contract number, Contracting Officer or customer name with contact person and phone number, description of project, dollar amount, and subcontractors used (if any).
- You may also discuss past accomplishments that indicate your firm's ability to perform the work required by the contract. If you encountered problems during contract performance, indicate your efforts to resolve them.
- The Government will contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; and customer satisfaction.
- Provide Past Performance information for predecessor companies and personnel who have relevant experience.

(2) **Contractor Capability**

Equipment: Provide the Government with a list of all Contractor-owned equipment meeting the requirements outlined in Paragraph C- 6 (c) of the solicitation. It is recognized that not all offerors will necessarily have all equipment identified. The offeror may provide information about their equipment in their own format or on the "Equipment Identification Form" included in the attachments to this solicitation (Section J). The "Equipment Identification Form" identifies the information requested by the Government for each piece of equipment to assist in the Government's evaluation.

Project Management:

- (i) Contractor Workforce: Provide information regarding the size of the Contractor's workforce, and clearly describe the relevant qualifications, skills and experience of all relevant Contractor personnel. The Offeror response to this criteria should ensure that such information is included for project managers, foremen, equipment operators and foresters (if applicable).
- (ii) Oversight of Project(s): Fully explain how oversight of the project(s) will be provided. Include a description of onsite Contractor representation.
- (iii) Contractor Quality Control. Briefly describe the Quality Control measures of your company. Demonstrate your understanding of the Contractor's responsibility for Quality Control.

(c) Business Proposal Instructions

(1) Price Proposal. Complete the Schedule of Items included in the Sample Task Order package attached to this solicitation (See Section J). The Sample Task Order includes fictional work items that you are asked to give your best estimate for prices based on the information given, including descriptions of the existing conditions, work requirements and representative photos. For the purpose of pricing the Sample Task Order, assume that the project location is approximately 25 miles from your base of operation. Your proposed prices will be used to evaluate whether your prices are reasonable, and demonstrate your understanding of the kinds of work to be completed under this contract. Please provide a short rationale with your price proposal.

L- 7 AGAR 452.215-72 Amendments to Proposals (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L- 8 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a **Multiple Award, Indefinite Delivery Indefinite Quantity** contract resulting from this solicitation.

L-9 FAR 52.233-2 Service of Protest (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the **Contracting Officer, Region 1, Acquisition Management, Western Montana Acquisition Zone, 24 Fort Missoula Road, Missoula, MT 59804.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L- 10 FAR 52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

The following is added:

- (a) There is no Site Visit scheduled prior to award of the parent contracts.
- (b) Site Visits may be conducted when the Government advertises Task Orders under this contract. If an organized site visit is scheduled for a particular Task Order, the details for that organized site visit will be provided in the Task Order Request for Quotations (RFQ).

L-11 AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential Offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference. However, Offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held:

Date: **May 3, 2017**

Time: **9 a.m. to 1 p.m.**

Location: **Video Teleconference Meeting**. The Contracting Officer will conduct the meeting by Video Teleconference from the Lolo National Forest Supervisor's Office in Missoula, Montana. Offerors interested in attending the Pre-Proposal Video Teleconference Meeting may attend at one of the following locations:

VTC Locations and Facilitators by Forest

Missoula, MT: (AQM, Bitterroot, Lolo)

Facilitator: Loren Ebner
Building 24 Fort Missoula
Missoula, MT 59804
406-329-3858

Helena, MT: (Helena/L&C, B bar D)

Facilitator: Craig Kockler
2880 Skyway Dr.
Helena, MT 59602
406-449-5201

Bozeman, MT: (Custer/Gallatin)

Facilitator: Todd Erdody
3710 Fallon St C
Bozeman, MT 59718
406-552-2520

Red Lodge, MT: (Custer/Gallatin)

Facilitator: Drew Grimes
6811 US-212
Red Lodge, MT 59068
406-446-2103

Camp Crook, SD: (Custer/Gallatin, DPG)

Facilitator: Robert “Bobby” Cordell
101 SE First St.
Camp Crook SD 57724
(605) 797-4432

Kalispell, MT: (Flathead)

Facilitator: Mike West
650 Wolfpack Way
Kalispell, MT 59901
406-758-5204

Coeur d’ Alene, ID: (IPNF)

Facilitator: Brian Hicks
3815 N Schreiber Way
Coeur d’Alene, ID 83815
208-765-7233

Libby, MT: (Kootenai)

Facilitator: Harmony Burow
31374 US Highway 2
Libby, MT 59923
406-293-6211

Grangeville, ID: (Nez/Clear)

Facilitator: Barry Ruklic
104 Airport Rd
Grangeville, ID 83530
208-983-4001

Potlatch, ID: (Nez/Clear)

Facilitator: Alan Carlson
1700 ID-6
Potlatch, ID 83855
208-875-1131

The following is added:

The Contracting Officer will review the solicitation with the attendees. Offerors interested in attending the pre-proposal meeting should RSVP to the VTC Facilitator identified above for each location. **Attendees should bring their own copy of the solicitation to the meeting.**

L-12 FAR 52.252-3 Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows:

FAR 52.237-1 - Site Visit (APR 1984)
AGAR 452.237-71 - Pre-Bid/Pre-Proposal Conference (FEB 1988)

L-13 FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M- 1 Evaluation Criteria

(a) Technical / Non-Price Evaluation Factors. The two non-price factors listed here will be equally considered for the purposes of evaluation. An unacceptable rating by the Government for any of these factors, for any reason, will preclude contract award. In addition, initial proposals which do not include responses to any one of the technical criteria (non-price evaluation factors) will be rated unacceptable.

- (1) **Past Performance**: The Government will evaluate the Offeror's past performance on same or similar work* and will consider information submitted by the Offeror, obtained from references or obtained by the Government from other sources that is relevant to the following elements:

- (i) Quality of Service;
- (ii) Timeliness of Performance;
- (iii) Business Relations;
- (iv) Customer Satisfaction.

In evaluating past performance, the Government may consider the quantity and relevance of the work for which past performance data is collected, the currency and relevance of the information collected, the context of the data and the general trends of Offeror's performance. In accordance with Federal Acquisition Regulations, Offerors that have no record of past performance will receive a neutral rating. The Government will also consider past performance information provided for predecessor companies and personnel who have relevant experience. (Also see Paragraph L- 5)

*For the purposes of this solicitation, "same or similar work" is defined as: Work which required the skilled operation of forestry equipment (e.g. feller bunchers, processors, excavators, masticators, skidders, forwarders, etc.) to complete forestry and forestry-related work, which required the contractor to have silvicultural/forestry knowledge (e.g. knowledge of tree/shrub species, forest health issues, insect/disease, silvicultural prescriptions, soils, etc.).

Past Performance will receive an adjectival rating. It will be the overall subjective conclusion of the board as to how the proposals will be rated.

- (2) **Contractor Capability**: This evaluation factor consists of two equally weighted subfactors. Each subfactor will receive an adjectival rating, and then there will be an overall roll-up adjectival rating of Contractor Capability at the factor level. It will be the overall subjective conclusion of the board as to how the proposals will be rated.

Subfactor 1: Equipment: The Government will evaluate the information provided by the Offeror regarding equipment identified by the Offeror as available for this contract. Failure of Offerors to provide the information identified in Paragraph L-5 and the "Equipment Information Form" (See Section J), may have a negative effect on the rating received for this evaluation factor. The following information is also provided:

(i) Equipment Type(s) and Size(s) available. A variety of relevant equipment types and sizes is desirable (See Paragraph C- 6 (c) for a list of needed equipment types).

(ii) Equipment Capabilities. Special capabilities may have a positive effect on the evaluation if such capabilities are determined to be desirable or necessary to accomplish the work (such as a self-levelling cab), or are expected to benefit the Government.

(iii) Equipment Condition. The Government will consider the condition of the offeror's equipment as described by the offeror. Equipment that is in good condition represents less risk to the Government, and is therefore desirable.

(iv) Quantity of equipment by type.

(v) Contractor-Owned Equipment vs. Equipment that would need to be subcontracted, leased or rented. The Government will consider the quantity and nature of equipment owned by the Offeror as well as the quantity and nature of equipment not owned by the Offeror, which may need to be subcontracted, leased or rented. Contractor-owned equipment represents less uncertainty, and therefore less risk to the Government. Consequently, ownership of equipment (particularly equipment that is anticipated to be frequently utilized) is desirable and may have a positive effect on the evaluation.

Subfactor 2: Project Management:

(i) Contractor Workforce: The Government will evaluate the size of the Contractor workforce, and the qualifications, skills and experience of relevant Contractor personnel, including, but not limited to project managers, foremen, equipment operators and foresters (if applicable).

(ii) Oversight of Project(s): The Government will evaluate the Offeror's description of how oversight of the project(s) will be provided. An Offeror response that convincingly demonstrates to the Government that the Offeror will manage pro-actively, with adequate oversight and on-site contractor representation and authority will generally have a positive effect on the evaluation.

(iii) Contractor Quality Control. The Government will evaluate the Offeror's description of their Quality Control measures. An Offeror proposal that clearly demonstrates the Contractor's understanding of appropriate quality control measures and their responsibility for quality control will have a positive effect on the evaluation.

(b) *Price Proposal.* The Government will evaluate the Offeror's proposed price(s) for the sample Task Order. Price will not be assigned an adjectival rating or scored; it will be evaluated by the Government to determine whether it is reasonable as well as to assist the Government in assessing the offeror's understanding of the work. In addition, the prices proposed by Offerors on the sample Task Order will be used by the Government to assist in assessing the determination of which Offeror(s) represent the best value to the Government. Analysis will include review of price reasonableness for each item and balanced pricing. Offerors are cautioned that "materially unbalanced" prices and/or unreasonably high or low prices may cause your proposal to be deemed unacceptable and rejected.

M- 2 Award Statement

The Government intends to make contract award(s) to multiple contractors. Award will be made to the Offeror(s) whose proposal(s) represent the best value to the Government, technical (Past Performance and Contractor Capability) and price factors considered. Evaluation factors other than cost or price, when combined, are significantly more important than cost or price in the award decision(s). The critical factor in making any price/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis

of what that difference is and the benefit that it represents to the Government. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make price/technical trade-offs that are in the best interest and advantageous to the Government.

The Government intends to evaluate proposals and award multiple contracts without discussions with Offerors. The final number of contracts to be awarded by the Government will be determined by the Contracting Officer at the time of contract award, and will be based on the Contracting Officer's determination of what number of contract awards is in the best interest of the Government. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to the Government. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range.

The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

M- 3 FAR 52.217-3 Evaluation Exclusive of Options (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement (the proposed prices for the Sample Task Order); i.e., options will not be included in the evaluation for award purposes.